

ILLINOIS COMMERCE COMMISSION

ORIGINAL

STATE OF ILLINOIS )  
ILLINOIS DEPARTMENT OF TRANSPORTATION, )  
Petitioner, )

v. )

THE KANSAS CITY SOUTHERN )  
RAILWAY COMPANY, )  
Respondent. )

Petition for an Order granting permission to construct )  
a new grade separation structure carrying a proposed )  
four (4) lane US 67 Expressway over the tracks of the )  
KCSR situated near the southern edge of the Village )  
of Manchester, Scott Co., Illinois. )

) Docket No. T03-0062

RECEIVED  
OCT 7 2003

Illinois Commerce Commission  
RAIL SAFETY SECTION

**AMENDED PETITION**

NOW COMES Petitioner, Illinois Department of Transportation ("Department"), by its attorney, Lisa Madigan, Illinois Attorney General, and states as follows:

1. The Respondent, The Kansas City Southern Railway Company, ("KCSR") in the operation of its railroad facilities has a certain mainline track running in a generally north and south direction, through the Village of Manchester in Scott County, Illinois.
2. Federal Aid Urban (FAU) Route 310 (US 67) is on the State System of Highways and also runs in a generally north and south direction through the Village of Manchester in Scott County, Illinois.
3. The Petitioner, Illinois Department of Transportation ("Department"), desires to construct a new grade separation to carry a proposed four (4) lane US 67 Expressway over and across the tracks of the KCSR to be used by the statewide traveling public.
4. The proposed grade separation structure is necessary to facilitate the flow of the traveling public, as well as, promote the safety and convenience of the traveling public.
5. The Department has developed plans to construct the proposed new grade separation structure. Said plans were prepared in accordance with applicable State and Federal guidelines. A copy of the plans for the proposed project was attached to the original Petition as Exhibit 1, which remain the same.
6. The plans will require the KCSR to perform certain work items associate with its railroad facilities impacted and/or affected by the proposed project.
7. The Department proposes that all work furnished by the KCSR be done at the expense of the Department.

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8. The Department accepts financial responsibility for 100% of the costs associated with constructing the proposed grade separation structure.
9. The Department proposes to assume future maintenance responsibilities for the new structure, except for railroad ballast, ties, rail, and railroad facilities, remain the responsibility of the KCSR.
10. The Department and the KCSR have executed a written agreement providing for the construction of the new grade separation structure carrying the proposed four (4) lane US 67 Expressway over the tracks of the KCSR situated near the southern edge of the Village of Manchester, Scott Co., Illinois.
11. A copy of said agreement is attached and marked as Exhibit 2 for the Commission's review.

WHEREFORE, THE PETITIONER PRAYS that the Illinois Commerce Commission find/order the following:

1. That the attached agreement (Exhibit 2) be incorporated into the record;
2. That the agreement fairly and reasonably sets out the division of work, expense and future maintenance involved in connection with the project;
3. That the requested construction as proposed in the agreement, is authorized; and
4. That no hearing be deemed necessary in this regard.

Respectfully submitted,  
ILLINOIS DEPARTMENT OF TRANSPORTATION

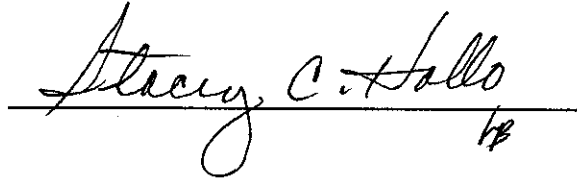
By: Lisa Madigan  
Attorney General

By: Stacey C. Hollo  
Stacey C. Hollo <sup>LB</sup>  
Special Assistant Attorney General

Dated: October 2, 2003  
Illinois Department of Transportation  
Office of Chief Counsel  
2300 South Dirksen Parkway, Room 300  
Springfield, Illinois 62764  
Phone (217) 782-3215

## PROOF OF SERVICE

The undersigned hereby certifies that copies of the foregoing instruments were served upon the addressees listed below by mailing a true and correct copies via first class mail, postage pre-paid and depositing the same in the United States Mail, Springfield, Illinois, this 3rd day of October, 2003:

A handwritten signature in cursive script, reading "Anthony C. Franks", is written over a horizontal line. To the right of the signature, there is a small, stylized mark that appears to be a set of initials or a flourish.

Anthony Franks  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, Missouri 63101

Kansas City Southern Railway Company  
Michael R. Haverty  
427 West 12<sup>th</sup> Street  
Kansas City, MO 64105-1403

Ron Drake  
Village Board President  
P.O. Box 193  
Manchester, IL 62663

Peggy Renner  
Village Clerk  
P.O. Box 193  
Manchester, IL 62663

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and THE KANSAS CITY SOUTHERN RAILWAY COMPANY, hereinafter referred to as the "COMPANY",

WITNESSETH:

WHEREAS, in the interest of public safety and convenience, the parties hereto desire to separate the highway and railroad grades at the proposed crossing by means of highway overpass structure(s) and approaches for carrying the dual two-lane pavements over and across the COMPANY'S track(s) and right of way in a manner substantially as shown on the print(s) of the general drawing(s) marked Exhibit(s) A, attached hereto and made a part hereof; and

WHEREAS, the said proposed structures shall be constructed on FAP Route 310, marked U.S. 67, as a part of STATE Section 86-11HVB, in Scott County; and

WHEREAS, the said proposed structures shall be known as 086-0503 (south bound lane) and 086-0504 (north bound lane); and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION. The State Required Ethical Standards Governing Contract Procurement", attached hereto as Attachment A is hereby made apart here of.

SECTION 2. By separate document, arrangements are being made for the COMPANY to convey to the STATE the property rights necessary to construct the improvement as herein proposed.

SECTION 3. The STATE shall secure or cause to be secured, without expense to the COMPANY, all the right of way required for or incident to the construction of the highway overpass structure(s) and the approaches thereto.

SECTION 4. The preliminary and detailed plans, specifications and special provisions for the highway overpass structure(s) and the approaches thereto shall be prepared by or for the STATE at its expense; and all such plans, specifications and special provisions, affecting the interests of the COMPANY, shall be subject to written approval by the COMPANY'S authorized representative.

SECTION 5. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

SECTION 6. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (I). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete:

- (a). The preliminary engineering required for preparation of plans, specifications and special provisions as set forth in Section 4.
- (b). The construction of the highway overpass structure(s).
- (c). The installation (by jacking) of the dual 48" diameter pipe culverts under the COMPANY's track north of the TR 151 grade crossing (DOT/AAR 294 047G) as show on Exhibit B, attached hereto and made part of hereof.
- (d). The installation (by jacking) of the dual 18" diameter pipe culverts under the COMPANY's track near the Fifth Street grade crossing (DOT/AAR 294 046A) as show on Exhibit C, attached hereto and made part of hereof.
- (e). The regrading of various ditches on COMPANY property.
- (f). The Relocation of adjustment of non-Company owned utilities and facilities.
- (g). The closure of TR137 at grade crossing.
- (h). All permits, licenses, and permissions necessary for the project.
- (i). Construction engineering and inspection as set forth in Section 9.

- (j). Incidental work necessary to complete the item(s) hereinabove specified.

The STATE'S work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the COMPANY'S interest.

- (II). WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the STATE, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, (23 CFR 140I) and supplements, all the labor, materials and work equipment required to perform and complete:

- (a). The installation of precast concrete crossing surfaces at the TR 151 grade crossing (DOT/AAR 294047G 32 track feet) and the Fifth Street grade crossing (DOT/AAR 294046A 32 track feet).
- (b). The relocation or adjustment of Company owned utilities and facilities.
- (c). The removal of the existing TR 137 grade crossing in its entirety including the roadway approaches.
- (d). Preliminary engineering and construction engineering as set forth in Section 9.
- (e). Incidental work necessary to complete the item(s) hereinabove specified.

The estimated cost of COMPANY'S work set forth above is \$ 89,558.00 as shown on the detailed estimate attached hereto and made a part hereof.

Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) (23 CFR 140I) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all work and materials meet the requirements as set forth in the STATE'S "Standard Specifications for Road and Bridge Construction" and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

SECTION 7 The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002, and the "Supplemental Specifications" in effect on the date of invitation for bids. A single Railroad Protective Liability Insurance policy, naming the COMPANY, shall be carried in limits of \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A). In addition, the STATE will require its contractor(s) to notify the COMPANY 14 days prior to the commencement of any work on COMPANY property.

Flagging bills may be presented by the COMPANY to the STATE'S contractor on a monthly basis with a final bill presented in a timely manner after completion of the project. The COMPANY will thereupon receive prompt payment from the contractor who will be



reimbursed by the STATE in accordance with the Standard Specifications, supplements or revisions thereto and/or any applicable special provisions.

SECTION 8. Subsequent to the award of any contract(s), and before any work is started on this project, a conference shall be held between the representatives of the STATE, the COMPANY, and the interested contractor(s), at a time and place as designated by the STATE'S representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 9. Each party will provide the necessary construction engineering and inspection for carrying out its work as herein set forth, and the costs for such services shall be borne by the STATE. The costs as incurred by the COMPANY for inspecting the work performed by the STATE as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the STATE.

SECTION 10. The temporary minimum clearances, with reference to the COMPANY'S track(s), of any necessary falsework, bracings or forms as required for the construction of the highway overpass structure(s), shall be not less than,

Vertical - 6.55m (21'-6") above top of high rail; and

Lateral - 2.60 m (8'-6") from centerline of the track.

SECTION 11. The STATE shall require its contractor(s), before entering upon the COMPANY'S right of way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of the COMPANY at least (48) hours prior to its occupancy and use of the COMPANY'S right of way outside the limits of the structure(s),

and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 12. The safety and continuity of operation of the traffic of the COMPANY shall be at all times protected and safeguarded, and the STATE shall require its contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the COMPANY'S authorized representative for his approval without which it shall not be commenced or prosecuted. The approval of the COMPANY'S authorized representative shall not be considered as a release from responsibility, or liability for any damage which the COMPANY may suffer, or for which it may be held liable by the acts of the contractor(s), or those of their subcontractor(s), or their employees.

SECTION 13. If any loss, damage, destruction, injury or death occurs to any person or property as a result of or in the course of the performance by the COMPANY of its obligations under this AGREEMENT, whether intentional or unintentional, the COMPANY agrees to indemnify and hold harmless the STATE from any and all liability of the STATE which may result from any such loss, damage, destruction, injury or death including all related costs and attorneys' fees and expenses, but only to the extent caused by negligent acts or omissions of the COMPANY. Further, the COMPANY shall not be obligated to indemnify and hold harmless the STATE from liability for injury or death or damages to the extent caused by the negligence of the STATE or the STATE's contractor.

The STATE will further incorporate, by special provision amending Article 107.11 of the Standard Specifications for Road and Bridge Construction, an indemnification provision running in favor of the COMPANY from the STATE's Contractor in the following form:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the COMPANY and its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work by the Contractor on or about the COMPANY'S property but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor and provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom. Moreover, provided that the contractor shall not be obligated to indemnify and hold harmless the COMPANY from liability for injury or death or damages to the extent proximately caused by the negligence of any employee or agent of the COMPANY. The indemnification herein is not limited by the required minimum insurance coverage that is to be provided in accordance with the contract or by any limitation as to the amount or type of damages payable pursuant to law including but not limited to the Federal Employers Liability Act.

SECTION 14. The STATE shall require its contractor(s), upon the completion of the work of such contractor(s), to remove from within the limits of the COMPANY'S right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor(s), and to leave the right of way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of the COMPANY.

SECTION 15. When the construction of this grade separation project is completed, the STATE shall maintain at its expense, or by agreement with others provide for the maintenance of, the highway overpass structure(s), the approaches, and all highway facilities including the pipe culverts described in SECTION 6, Part I, c and d, herein.

In order to fulfill its maintenance obligation, the STATE shall have access to the structure(s) at all times, for the performance of inspections, repair and maintenance. The COMPANY shall be notified whenever such activities affect its operations. All repair or maintenance work shall be performed in accordance with the applicable STATE'S Standard Specifications in effect on the date the work is performed.

The COMPANY shall maintain at its expense, all track(s) and railroad facilities. In the event of railroad derailments, accidents or collisions caused by the negligence of the COMPANY, and resulting in damage to the highway overpass structure(s), the STATE shall make the repairs necessary to restore the said overpass structure(s) substantially to its (their) former condition, and the COMPANY agrees to reimburse the STATE for the actual cost of such repairs. The COMPANY further agrees not to erect, nor grant permission to others to erect, any advertising signs that would be visible from the highway pavement on COMPANY'S property within the limits of the highway's right-of-way lines extended across the COMPANY'S property.

SECTION 16. Upon completion of the installation of the grade crossing surfaces at TR 151 and Fifth Street the COMPANY agrees to maintain or cause to be maintained the crossing surfaces from end of tie to end of tie.

SECTION 17 The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section 6 hereof, may bill the STATE monthly (in sets of four) for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its work, shall render to the STATE a detailed statement (in sets of four) of the actual cost and expense as incurred by it or for its account. After the STATE'S representatives have checked the progressive invoices and the final statement and they have agreed with the COMPANY'S representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY for ninety-five (95) percent of the amount of the final bill, or the estimated cost as shown in Section 6 whichever is less; such reimbursements, however, are subject to the provisions of Section 18 hereof.

The COMPANY shall maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and other STATE auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the retained percentages and suspended amounts, less the deduction of any item(s) of expense as may be found by

the Federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the Federal or STATE representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 18. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general. The STATE will reimburse the COMPANY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

SECTION 19. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

SECTION 20. In the event that delays or difficulties arise in securing Federal approval, or in acquiring rights of way, or in settling damages or damage claims, or for any

other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before a construction contract is executed or actual construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void, except the STATE shall reimburse the COMPANY for all costs incurred by the COMPANY prior to notice of cancellation.

SECTION 21. At the time this Agreement was executed, there were funds available for the PROJECT; however, obligations assumed by the STATE under this AGREEMENT shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

SECTION 22. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 23. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 44-6000758 and the COMPANY is doing business as a corporation.

SECTION 24. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the STATE, this 26th  
day of September, 2003.

STATE OF ILLINOIS, acting by and  
through its Department of Transportation,

By: Vicki A. Madere  
Director of Highways

VAM  
Executed by the COMPANY, this 9th  
28 SEPTEMBER  
day of AUGUST, 2003.

THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY

Attest:

Julie D. Powell

By: BT Starcher

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## ATTACHMENT A

### STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCURMENT

The certifications hereinafter made by the COMPANY are each a material representation of fact. The STATE may terminate the agreement if it is later determined that the COMPANY rendered a false or erroneous certification.

**Bribery.** Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the COMPANY that it is not barred from being awarded a contract or subcontract under this Section. A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony. The COMPANY certifies that it is not barred from being awarded a contract under Section 50-5.

**Educational Loan.** The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

**Bid Rigging/Bid Rotating.** Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the COMPANY that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A COMPANY that makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The COMPANY certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

**International Anti-Boycott.** Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the COMPANY agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The COMPANY makes the certification set forth in Section 5 of the Act.

**Drug Free Workplace.** The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the COMPANY is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The COMPANY certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the COMPANY's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the COMPANY's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

**Debt Delinquency Certification.** The COMPANY certifies it is not delinquent in the payment of any debt to the STATE (or if delinquent has entered into a deferred payment plan to pay the debt), and the COMPANY acknowledges the STATE may declare the Agreement void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).

s:\wpdocs\agreement\53579.doc

DESIGN NINE, INC.		DETAILED COST ESTIMATE				
ENGINEERING SERVICES FOR RAILROADS AND INDUSTRY  11166 TESSON FERRY ROAD ST. LOUIS, MO (314) 729-7600		Project Description and Location				
		THE KANSAS CITY SOUTHERN RAILWAY COMPANY				
		TR 137, Stevenson Road (1875E), 16 T.F.				
		To be Closed, DOT #294042X, MP 230.60				
		Near Manchester, Scott County, Illinois				
KCS Asset Number	Prepared by:	Checked by:	Date:	Sheet:	of:	
Job Number 2131	GTHay		04/11/2003	1	1	
ITEM AND DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	TOTAL	
<b>LABOR AND EQUIPMENT</b>						
Barricade both sides of existing roadway	L.F.	52	\$50.00	\$2,600		
Remove timber and asphalt crossing surface	T.F.	16	\$100.00	\$1,600		
Remove existing roadway surface (chip/seal)	S.Y.	117	\$40.00	\$4,680		
Crib track	T.F.	60	\$6.00	\$360		
Unload ballast	N.T.	45	\$1.00	\$45		
Surface, line and dress track	Day	1	\$1,200.00	\$1,200		
Remove cross buck signs	EACH	2	\$100.00	\$200		
Railroad flagging	Day	3	\$500.00	\$1,500		
<b>Total Labor and Equipment</b>					<b>\$12,185</b>	
<b>MATERIAL</b>						
Guard rail, incl. end of road signs with delineators	L.F.	52	\$25.00	\$1,300		
Ballast	N.T.	45	\$15.00	\$675		
<b>Total Material</b>					<b>\$1,975</b>	
Contingencies	%	\$14,160	10.0%	\$1,416		
Engineering	%	\$15,576	10.0%	\$1,558		
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$17,134</b>	
NOTE: Work to be performed only on Railroad property, 33 feet either side of the mainline. No railroad signal work included or anticipated.						

DESIGN NINE, INC.		DETAILED COST ESTIMATE				
ENGINEERING SERVICES FOR RAILROADS AND INDUSTRY  11166 TESSON FERRY ROAD ST. LOUIS, MO (314) 729-7600		Project Description and Location				
		THE KANSAS CITY SOUTHERN RAILWAY COMPANY				
		TR 166, Horse Farm Road (1825E), 24 T.F.				
		To be Rehabilitated, DOT #294043E, MP 231.10				
		Near Manchester, Scott County, IL				
KCS Asset Number	Prepared by:	Checked by:	Date:	Sheet:	of:	
Job Number: 3021	GTHay		04/14/2003	1	1	
ITEM AND DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	TOTAL	
LABOR AND EQUIPMENT						
Traffic control	L.S.	1	\$5,000.00	\$5,000		
Replace cross ties outside track panel	EACH	4	\$40.00	\$160		
Construct and place track panel	T.F.	70	\$20.00	\$1,400		
Remove existing track, dismantle, stockpile	T.F.	70	\$8.00	\$560		
Adjust and pave approaches	N.T.	12	\$85.00	\$1,020		
Relay rail	L.F.	20	\$10.00	\$200		
Install IDOT approved surface	T.F.	24	\$100.00	\$2,400		
Unload ballast	N.T.	70	\$1.00	\$70		
Surface, line and dress track	DAY	2	\$1,200.00	\$2,400		
Install cross buck signs	EACH	2	\$500.00	\$1,000		
Railroad flagging	DAY	4	\$500.00	\$2,000		
Total Labor and Equipment					\$16,210	
MATERIAL						
Rail, 115# (160 L.F.)	N.T.	3.07	\$750.00	\$2,303		
Tie plates, (AREMA plan 8)	EACH	111	\$5.00	\$555		
Cross ties, 7"x9"x9'	EACH	27	\$38.00	\$1,026		
Premium grade crossing timbers, 7"x9"x10'	EACH	18	\$65.00	\$1,170		
Ballast	N.T.	70	\$15.00	\$1,050		
Nuts, bolts, washers	EACH	24	\$2.00	\$48		
Spikes	KEG	2	\$75.00	\$150		
Rail anchors	EACH	114	\$1.50	\$171		
Compromise bars (115#/90#)	PAIR	4	\$350.00	\$1,400		
Geotextile fabric	S.Y.	93	\$3.50	\$326		
IDOT approved grade crossing surface w/end plates	T.F.	24	\$200.00	\$4,800		
Timber screws	EACH	64	\$1.50	\$96		
Asphalt	N.T.	12	\$75.00	\$900		
Tie plugs	EACH	48	\$0.05	\$2		
6" dia. perforated pipe w/ elbows, connecting bands and hardware	L.F.	200	\$12.00	\$2,400		
Cross buck signs with posts	EACH	2	\$250.00	\$500		
Total Material					\$16,897	
Engineering	%	\$33,107	10.0%	\$3,311		
TOTAL ESTIMATED PROJECT COST					\$36,418	
NOTE: No railroad signal work included or anticipated.						

DESIGN NINE, INC.		DETAILED COST ESTIMATE				
ENGINEERING SERVICES FOR RAILROADS AND INDUSTRY  11166 TESSON FERRY ROAD ST. LOUIS, MO (314) 729-7600		Project Description and Location				
		THE KANSAS CITY SOUTHERN RAILWAY COMPANY				
		TR 151, Field Road (100N), 24 T.F.				
		To be Rehabilitated, DOT #294047G, MP 232.90 Near Manchester, Scott County, IL				
KCS Asset Number	Prepared by:	Checked by:	Date:	Sheet:	of:	
Job Number: 3021	GTHay		04/14/2003	1	1	
ITEM AND DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	TOTAL	
LABOR AND EQUIPMENT						
Traffic control	L.S.	1	\$5,000.00	\$5,000		
Replace cross ties outside track panel	EACH	3	\$40.00	\$120		
Construct and place track panel	T.F.	66	\$20.00	\$1,320		
Remove existing track, dismantle, stockpile	T.F.	66	\$8.00	\$528		
Adjust and pave approaches	N.T.	12	\$85.00	\$1,020		
Relay rail	L.F.	28	\$10.00	\$280		
Install IDOT approved surface	T.F.	24	\$100.00	\$2,400		
Unload ballast	N.T.	66	\$1.00	\$66		
Surface, line and dress track	DAY	2	\$1,200.00	\$2,400		
Install cross buck signs	EACH	2	\$500.00	\$1,000		
Railroad flagging	DAY	4	\$500.00	\$2,000		
Total Labor and Equipment					\$16,134	
MATERIAL						
Rail, 115# (160 L.F.)	N.T.	3.07	\$750.00	\$2,303		
Tie plates, (AREMA plan 8)	EACH	102	\$5.00	\$510		
Cross ties, 7"x9"x9'	EACH	26	\$38.00	\$988		
Premium grade crossing timbers, 7"x9"x10'	EACH	16	\$65.00	\$1,040		
Ballast	N.T.	66	\$15.00	\$990		
Nuts, bolts, washers	EACH	24	\$2.00	\$48		
Spikes	KEG	2	\$75.00	\$150		
Rail anchors	EACH	108	\$1.50	\$162		
Compromise bars (115#/90#)	PAIR	4	\$350.00	\$1,400		
Geotextile fabric	S.Y.	88	\$3.50	\$308		
IDOT approved grade crossing surface w/end plates	T.F.	24	\$200.00	\$4,800		
Timber screws	EACH	64	\$1.50	\$96		
Asphalt	N.T.	12	\$75.00	\$900		
Tie plugs	EACH	72	\$0.05	\$4		
6" dia. perforated pipe w/ elbows, connecting bands and hardware	L.F.	200	\$12.00	\$2,400		
Cross buck signs with posts	EACH	2	\$250.00	\$500		
Total Material					\$16,599	
Engineering	%	\$32,733	10.0%	\$3,273		
TOTAL ESTIMATED PROJECT COST					\$36,006	
NOTE: No railroad signal work included or anticipated.						